

MAY 20 2008

PTO/SB/17p (01-08)

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PETITION FEE
Under 37 CFR 1.17(f), (g) & (h)
TRANSMITTAL

(Fees are subject to annual revision)

Send completed form to: Commissioner for Patents
P.O. Box 1450, Alexandria, VA 22313-1450

Application Number	10/655,549
Filing Date	Sep. 4, 2003
First Named Inventor	David W. Roth
Art Unit	3688
Examiner Name	James W. Myhra
Attorney Docket Number	

Enclosed is a petition filed under 37 CFR 1.183 that requires a processing fee (37 CFR 1.17(f), (g), or (h)). Payment of \$ 400.00 is enclosed.

This form should be included with the above-mentioned petition and faxed or mailed to the Office using the appropriate Mail Stop (e.g., Mail Stop Petition), if applicable. For transmittal of processing fees under 37 CFR 1.17(i), see form PTO/SB/17i.

Payment of Fees (small entity amounts are NOT available for the petition fees)☐ The Commissioner is hereby authorized to charge the following fees to Deposit Account No. _____:☐ petition fee under 37 CFR 1.17(f), (g) or (h) ☐ any deficiency of fees and credit of any overpayments

Enclose a duplicative copy of this form for fee processing.

☐ Check in the amount of \$ _____ is enclosed.☒ Payment by credit card (Form PTO-2038 or equivalent enclosed). Do not provide credit card information on this form.**Petition Fees under 37 CFR 1.17(f): Fee \$400 Fee Code 1462**

For petitions filed under:

- § 1.36(a) - for revocation of a power of attorney by fewer than all applicants
- § 1.53(e) - to accord a filing date.
- § 1.57(a) - to accord a filing date.
- § 1.182 - for decision on a question not specifically provided for.
- § 1.183 - to suspend the rules.
- § 1.378(e) - for reconsideration of decision on petition refusing to accept delayed payment of maintenance fee in an expired patent.
- § 1.741(b) - to accord a filing date to an application under § 1.740 for extension of a patent term.

Petition Fees under 37 CFR 1.17(g): Fee \$200 Fee Code 1463

For petitions filed under:

- § 1.12 - for access to an assignment record.
- § 1.14 - for access to an application.
- § 1.47 - for filing by other than all the inventors or a person not the inventor.
- § 1.59 - for expungement of information.
- § 1.103(a) - to suspend action in an application.
- § 1.136(b) - for review of a request for extension of time when the provisions of section 1.136(a) are not available.
- § 1.295 - for review of refusal to publish a statutory invention registration.
- § 1.296 - to withdraw a request for publication of a statutory invention registration filed on or after the date the notice of intent to publish issued.
- § 1.377 - for review of decision refusing to accept and record payment of a maintenance fee filed prior to expiration of a patent.
- § 1.550(c) - for patent owner requests for extension of time in *ex parte* reexamination proceedings.
- § 1.936 - for patent owner requests for extension of time in *inter partes* reexamination proceedings.
- § 5.12 - for expedited handling of a foreign filing license.
- § 5.15 - for changing the scope of a license.
- § 5.25 - for retroactive license.

Petition Fees under 37 CFR 1.17(h): Fee \$130 Fee Code 1464

For petitions filed under:

- § 1.19(g) - to request documents in a form other than that provided in this part.
- § 1.84 - for accepting color drawings or photographs.
- § 1.91 - for entry of a model or exhibit.
- § 1.102(d) - to make an application special.
- § 1.138(c) - to expressly abandon an application to avoid publication.
- § 1.313 - to withdraw an application from issue.
- § 1.314 - to defer issuance of a patent.

/Benzion A. Wachsman/

Signature

Benzion A. Wachsman, General Manager, BEH Investments LLC (Assignee)

Typed or printed name

May 20, 2008

Date

Registration No., if applicable

This collection of information is required by 37 CFR 1.17. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
David W. Roth et al.

Application No.: 10/655,549

Confirmation No.: 1609

Filed: September 4, 2003

Group Art Unit: 3688

For: INTERNET ADVERTISING SYSTEM

Examiner: James W. Myhre

PETITION UNDER 37 C.F.R. § 1.183
TO SUSPEND PATENT REGULATIONS

VIA FACSIMILE: (571) 273-8300
Attn: Office of Petitions

Mail Stop **PETITION**
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This is a Petition under 37 C.F.R. § 1.183 to suspend the "Patent Regulations" (37 C.F.R., Part 1) to the extent the present application is regarded as not being in compliance with certain of its rules as a result of an error in a certain assignment document relating to the present application. Such rules may include *inter alia*, § 1.32, § 3.71 and § 3.73, relating to "Power of attorney", "Prosecution by assignee" and "Establishing the right of assignee to take action", respectively. The fee of § 1.17(f) is being concurrently submitted on Credit Card Form 2038.

Background

The present application is a reissue application of U.S. Patent No. 6,285,987 ("987 Patent"), issued on September 4, 2001 from patent application no. 08/787,979 ("979 Application"), filed January 22, 1997.

The two inventors of the '979 Application, namely David W. Roth and Dylan F. Salisbury assigned the '979 Application to Orst, Inc., a California corporation, pursuant to

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an Assignment dated January 20, 1997. The assignment was recorded with the U.S.P.T.O. in **Real 008368 / Frame 0113** on January 22, 1997, concurrently with the filing of the '979 Application.

On April 8, 1997, Orst, Inc. changed its name to Flycast Communications Corp., a California corporation ("Flycast-CA"). The change of name was recorded with the U.S.P.T.O. in **Real 009836 / Frame 0118** on March 19, 1999.

On April 30, 1999, Flycast-CA merged into Flycast Communications Corp., a Delaware corporation (Flycast-DE). The merger was recorded with the U.S.P.T.O. in **Real 017811 / Frame 0238** on June 20, 2006.

In January of 2000, Flycast-DE was acquired by Engage Technologies, Inc., thereby becoming a wholly owned subsidiary of Engage Technologies, Inc. On April 27, 2000, Engage Technologies, Inc. changed its name to Engage, Inc. ("Engage").

On June 12, 2001, Engage and Flycast-DE entered into an intercompany transaction, whereby Flycast-DE assigned the '979 Application to Engage ("01 Assignment"). Regrettably, the '01 Assignment including a misnomer, wherein Flycast-DE, the conveying party, was wrongly named "Orst, Inc. (aka Flycast Communication)", i.e. the former name of Flycast-CA, which had then been merged into Flycast-DE. The '01 Assignment was recorded with the U.S.P.T.O. in **Real 011903 / Frame 0079** on June 12, 2001. A copy of the '01 Assignment is attached hereto as **Exhibit A**.

On February 20, 2003, Engage entered into a "Patent Purchase Agreement" with BEH Investments LLC, a Delaware corporation ("BEH"), whereby BEH purchased the '987 Patent, which had then already issued from the '979 Application, as part of a patent portfolio purchase by BEH from Engage. Pursuant to the Patent Purchase Agreement, Engage executed an "Assignment of Patent Rights" to BEH. The assignment was recorded with the U.S.P.T.O. in **Real 013895 / Frame 0778** on March 31, 2003.

On June 19, 2003, Engage and five of its subsidiaries, including Flycast-DE sought Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Massachusetts (Case No. 03-43655). On May 20, 2004, the Bankruptcy Court confirmed a

Petition under 37 C.F.R. § 1.183

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May 20, 2008

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Plan of Liquidation. Mr. Craig Jalbert was appointed "Liquidating Supervisor" of the consolidated assets of Engage and its subsidiaries.

In or about May of 2006, an officer of BEH discovered the aforementioned error in the '01 Assignment. Additional errors in assignment documents relating to other patent applications purchased by BEH from Engage were also discovered. The aforementioned misnomer in the '01 Assignment may have not rendered the '01 Assignment invalid. However, in order to obviate any doubt as to the ownership of the '987 Patent, BEH asked the Liquidating Supervisor to execute a confirmatory assignment.

The Liquidating Supervisor executed a first confirmatory assignment ("1st Conf. Assignment") on June 14, 2006, wherein he acknowledged that the '987 Patent is owned by BEH pursuant to the '01 Assignment. Further, to the extent the '01 Assignment was deemed void, the Liquidating Supervisor, pursuant to the 1st Conf. Assignment, thereby sold the '987 Patent to BEH. BEH did not give any additional consideration to the Liquidating Supervisor at the time of signing of the 1st Conf. Assignment. On July 12, 2006, the Liquidating Supervisor executed a second confirmatory assignment ("2nd Conf. Assignment") similar to the first confirmatory assignment. With the second confirmatory assignment, BEH gave \$5000.00 to the Liquidating Supervisor as "further consideration". Thus, to the extent the 1st Conf. Assignment was void for lack of additional consideration, such concern was obviated by the execution of the 2nd Conf. Assignment. Both confirmatory assignments were recorded with the U.S.P.T.O. in Real 018535 / Frame 0073 on November 19, 2006. Copies of the 1st and 2nd Conf. Assignments are attached hereto as Exhibit B.

Petition to Suspend Patent Regulations

To the extent the '01 Assignment is regarded as void, certain papers submitted in the present application may be regarded as not being compliant with certain rules of the Patent Regulations, including *inter alia*, § 1.32, § 3.71 and § 3.73, relating to "Power of attorney", "Prosecution by assignee" and "Establishing the right of assignee to take action", respectively.

Petition under 37 C.F.R. § 1.183

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In view of the extraordinary situation and in the interest of justice, Petitioner hereby requests that all prior papers be deemed properly signed and submitted, and to the extent any rules must be waived to achieve such result, Petitioner hereby requests waiver of such rules.

Conclusion

The present Petition is believed to be in a grantable condition in view of the circumstances indicated above. If the Petitions Examiner believes that an interview would be helpful in review of this Petition, the Petitions Examiner is respectfully invited to contact the undersigned at the number indicated below.

Dated: May 20, 2008

Respectfully submitted,

/Benzion A. Wachsman/

Benzion A. Wachsman
General Manager
BEH Investments LLC
Tel.: (718) 928-2213
Fax: (718) 504-9671

EXHIBIT A

08/12/01 TUE 14:41 FAX 1 978 611 3010

ENGAGE LEGAL

002

FLCT-P01-001

ASSIGNMENT OF UNITED STATES PATENTS AND PATENT APPLICATIONS

Whereas, Orst Inc. (aka Flycast Communications), a California corporation, having a place of business in 123 Townsend Street, Suite 226, San Francisco, CA 94107 (hereinafter "Assignor") is the sole owner of the entire right, title and interest in and to the United States Patent Application No. 08/787,979 (hereinafter "Patent"); and

Whereas, Engage Inc., a Delaware corporation, having a place of business in 100 Brickstone Square, Andover, MA 01810 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer Assignor's entire right, title and interest in and to the Patent and all reissues and extensions thereof, including all claims, if any, which may have arisen for infringement of the patent prior to the date of this assignment, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns or other legal representatives, to the full end of the term for which the patent has been or will be granted, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, or reissuing the Patent, and for maintaining and perfecting Assignee's right to the Patent.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by its duly authorized officer below named effective as of the date written below.

Mike Baker
(Signature)

BY: Mike Baker
(Print name of authorized person signing)

SECRETARY, FLYCAST
(Title)

Date: JUNE 12, 2001

8357829.1

PATENT
REEL: 012084 FRAME: 0210

EXHIBIT B

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ASSIGNMENT OF PATENT RIGHTS

This Agreement ("Agreement") is made and entered into by and between BEH Investments LLC, a Delaware limited liability corporation having an address at 1652 48th Street, Brooklyn, NY 11204, ("BEH") and Craig R. Jalbert, the Liquidating Supervisor (the "Liquidating Supervisor") of and on behalf of Engage, Inc., a Delaware corporation ("Engage") and five of its wholly owned domestic subsidiaries, which include among others, Flycast Communications Corporation, a Delaware corporation ("Flycast") (collectively the "Debtors"), the debtors and debtors in possession in the Chapter 11 bankruptcy cases styled *In re Engage, Inc., et al*, Case Nos. 03-43655-JBR through 03-43657-JBR, 03-43659-JBR, 03-43661-JBR and 03-43662-JBR (the "Bankruptcy Cases"), pending in the United States Bankruptcy Court for the District of Massachusetts, Western Division (the "Bankruptcy Court").

WHEREAS, pursuant to an agreement dated June 12, 2001 (First '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 08/787,979, now United States Patent No. 6,285,987 (the '987 Patent).

WHEREAS, pursuant to an agreement dated July 10, 2001 (Second '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/216,206 (the "'206 Application").

WHEREAS, pursuant to an agreement dated July 10, 2001 (Third '01 Assignment), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/372,416, (the "'416 Application"). The '987 Patent, the '206 Application and the '416 Application are collectively referred to herein as the Patents.

WHEREAS, on or about February 20, 2003, Engage and BEH entered into a certain Patent Purchase Agreement and into a certain Assignment of Patent Rights (the "Patent Purchase Agreement" and the "'03 Assignment" respectively), pursuant to which, among other things, Engage assigned to BEH all of Engage's right, title and interest in and to the Patents and in and to all the inventions described therein;

WHEREAS, on or about June 19, 2003, the Debtors commenced the Bankruptcy Cases by filing voluntary petitions under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code");

WHEREAS, on May 20, 2004, the Bankruptcy Court entered a certain Order Confirming Debtors' Second Amended Plan Of Liquidation Under Chapter 11 of The Bankruptcy Code, Dated March 30, 2004, (the "Confirmation Order" and the "Plan" respectfully) pursuant to which, among other things, the Debtors' Bankruptcy Cases, upon effective date of the Plan, were deemed to be consolidated into a single proceeding, which as a result of such consolidation, all assets and liabilities of the Debtors are deemed to be merged, and any obligation of any of the Debtors is deemed to be one obligation of the consolidated Debtors;

WHEREAS, BEH has discovered an error in the First '01 Assignment, wherein Flycast was improperly named as "Orst, Inc., a California corporation" (Orst, Inc. was an old name for "Flycast Communications Corporation, a California corporation", which prior to the '01 Assignment had merged into "Flycast Communications Corporation, a Delaware corporation");

WHEREAS, BEH has further discovered an error in each of the Second '01 Assignment and Third '01 Assignment, wherein Flycast was improperly named as "Flycast Communications, a California corporation";

WHEREAS, the Liquidating Supervisor on behalf of the Debtors is desirous of abiding to and making fully affective the terms of the Patent Purchase Agreement;


NOW THEREFORE, upon the foregoing premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Liquidating Supervisor hereby agrees and covenants to the following:

1. The Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby acknowledges that Flycast was the assignor in the First '01 Assignment, the Second '01 Assignment and the Third '01 Assignment (collectively the "'01 Assignments), and that pursuant to the '01 Assignments, Flycast assigned to Engage all of Flycast's right, title and interest in and to the Patents.

2. To the extent any of the '01 Assignments is found or held to be void or unenforceable, or to the extent that notwithstanding the '01 Assignments, the Patent Purchase Agreement and the '03 Assignment, BEH is not deemed or held to be the owner of the entire right, title and interest in and to the Patents and in and to all the inventions disclosed therein, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, does hereby sell, assign, and transfer to BEH, and its successors and assigns, the entire right, title and interest in and to any and all inventions that are disclosed in the Patents and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to all rights of priority resulting from the filing of said Patents, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby agrees that BEH, and its successors and assigns, may apply for and receive a patent or patents for said inventions in its own name, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby authorizes and requests the Commissioner for Patents to issue any and all Patents of the United States on said inventions to BEH as assignee of the entire interest.

3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law rules.

In Witness Whereof, the Liquidating Supervisor has duly executed this Agreement as of the date written below.


(Signature)

By: Craig R. Jalbert, as Liquidating Supervisor,
of Engage, Inc., et al.

Date 6/14/06

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ASSIGNMENT OF PATENT RIGHTS

This Agreement ("Agreement") is made and entered into by and between BEH Investments LLC, a Delaware limited liability corporation having an address at 1652 48th Street, Brooklyn, NY 11204, ("BEH") and Craig R. Jalbert, the Liquidating Supervisor (the "Liquidating Supervisor") of and on behalf of Engage, Inc., a Delaware corporation ("Engage") and five of its wholly owned domestic subsidiaries, which include among others, Flycast Communications Corporation, a Delaware corporation ("Flycast") (collectively the "Debtors"), the debtors and debtors in possession in the Chapter 11 bankruptcy cases styled *In re Engage, Inc., et al*, Case Nos. 03-43655-JBR through 03-43657-JBR, 03-43659-JBR, 03-43661-JBR and 03-43662-JBR (the "Bankruptcy Cases"), pending in the United States Bankruptcy Court for the District of Massachusetts, Western Division (the "Bankruptcy Court").

WHEREAS, pursuant to an agreement dated June 12, 2001 ("First '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 08/787,979, now United States Patent No. 6,285,987 (the '987 Patent);

WHEREAS, pursuant to an agreement dated July 10, 2001 ("Second '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/216,206 (the "'206 Application");

WHEREAS, pursuant to an agreement dated July 10, 2001 ("Third '01 Assignment"), Flycast assigned to Engage, all of Flycast's right, title and interest in and to United States Patent Application No. 09/372,416, (the "'416 Application"). The '987 Patent, the '206 Application and the '416 Application are collectively referred to herein as the Patents;

WHEREAS, on or about February 20, 2003, Engage and BEH entered into a certain Patent Purchase Agreement and into a certain Assignment of Patent Rights (the "Patent Purchase Agreement" and the "'03 Assignment" respectively), pursuant to which, among other things, Engage assigned to BEH all of Engage's right, title and interest in and to the Patents and in and to all the inventions described therein;

WHEREAS, on or about June 19, 2003, the Debtors commenced the Bankruptcy Cases by filing voluntary petitions under Chapter 11 of Title 11 of the United States Code ("Bankruptcy Code");

WHEREAS, on May 20, 2004, the Bankruptcy Court entered a certain Order Confirming Debtors' Second Amended Plan Of Liquidation Under Chapter 11 of The Bankruptcy Code, Dated March 30, 2004, (the "Confirmation Order" and the "Plan" respectfully) pursuant to which, among other things, the Debtors' Bankruptcy Cases, upon effective date of the Plan, were deemed to be consolidated into a single proceeding, which as a result of such consolidation, all assets and liabilities of the Debtors are deemed to be merged, and any obligation of any of the Debtors is deemed to be one obligation of the consolidated Debtors;

WHEREAS, BEH has discovered an error in the First '01 Assignment, wherein Flycast was improperly named as "Orst, Inc., a California corporation" (Orst, Inc. was an old name for "Flycast Communications Corporation, a California corporation", which prior to the '01 Assignment had merged into "Flycast Communications Corporation, a Delaware corporation");

WHEREAS, BEH has further discovered an error in each of the Second '01 Assignment and Third '01 Assignment, wherein Flycast was improperly named as "Flycast Communications, a California corporation";

WHEREAS, on June 14, 2006, the Liquidating Supervisor executed a certain Assignment of Patent Rights ("06 Assignment"), pursuant to which terms, all Patents and all inventions disclosed therein were assigned to BEH;

WHEREAS, the Liquidating Supervisor on behalf of the Debtors is desirous of making fully effective the intent of the Patent Purchase Agreement;

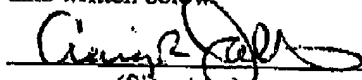
NOW THEREFORE, upon the foregoing premises and for further good and valuable consideration, the receipt of which is hereby acknowledged, the Liquidating Supervisor hereby agrees and covenants to the following:

1. The Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby acknowledges that Flycast was the assignor in the First '01 Assignment, the Second '01 Assignment and the Third '01 Assignment (collectively the "01 Assignments"), and that pursuant to the '01 Assignments, Flycast assigned to Engage all of Flycast's right, title and interest in and to the Patents.

2. To the extent any of the '01 Assignments and '06 Assignment is found or held to be void or unenforceable, or to the extent that notwithstanding the '01 Assignments, the Patent Purchase Agreement, the '03 Assignment and the '06 Assignment, BEH is not deemed or held to be the owner of the entire right, title and interest in and to the Patents and in and to all the inventions disclosed therein, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, does hereby sell, assign, and transfer to BEH, and its successors and assigns, the entire right, title and interest in and to any and all inventions that are disclosed in the Patents and in and to any and all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said inventions; and in and to any and all rights of priority resulting from the filing of said Patents, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby agrees that BEH, and its successors and assigns, may apply for and receive a patent or patents for said inventions in its own name, and, the Liquidating Supervisor for and on behalf of the Debtors and their consolidated estates, hereby authorizes and requests the Commissioner for Patents to issue any and all Patents of the United States on said inventions to BEH as assignee of the entire interest.

3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law rules.

In Witness Whereof, the Liquidating Supervisor has duly executed this Agreement as of the date written below.


(Signature)

By: Craig R. Jalbert, as Liquidating Supervisor,
of Engage, Inc., et al.

Date 7/12/06